

RENO, NEVADA 89502
Filed 10:00 am
Clerk of Court

AGREED SETTLEMENT OF DISCIPLINARY ACTION AND ORDER

BACKGROUND

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1 6. Dr. Laurito has agreed to enter into the Agreement to resolve the Board's decision to
2 proceed with disciplinary action and to avoid further controversy and expense.

3 7. The Board agrees that confidentiality of the proceedings is no longer required under
4 the terms of NRS § 634.165, and prior to Dr. Laurito's payment of the sums described in
5 Conditions of Agreement, Paragraph 2, the Board shall disclose the identity of the persons
6 filing the three complaints addressed by this Agreement.

7 8. As of the date of the signature of this Agreement by the Deputy Attorney General,
8 no unresolved complaints have been filed against Dr. Laurito, other than the complaints
9 addressed by this Agreement, and no additional information has come to the attention of the
10 Board that warrants the institution of further proceedings.

11 **JURISDICTION**

12 Dr. Laurito is, and at all times mentioned herein was, a licensed chiropractor (License
13 No. B-617), and he acknowledges that the Board has jurisdiction over him and the conduct
14 addressed in the Complaints.

15 **ACKNOWLEDGMENT AND VOLUNTARY WAIVER OF RIGHTS**

16 1. Dr. Laurito is aware of, and fully understands, his right to have a hearing on the
17 allegations set forth in the Complaints and his right to reconsideration, appeal, and judicial
18 review of the Board's disposition of the allegations set forth in the Complaints.

19 2. Dr. Laurito hereby freely, voluntarily and intelligently waives the rights enumerated
20 above, and instead chooses to enter into this Agreement with the Board in accordance with
21 NRS 233B.121(5).

22 3. Dr. Laurito and the Board understand that if the Board does not accept this proposed
23 Agreement as provided herein, the above waiver of rights is void and will have no effect
24 whatsoever.

25 4. The Board acknowledges that Dr. Laurito fully cooperated in the Board's
26 investigation, with timely responses to all questions and requests for material.

27 5. The Board accepts Dr. Laurito's acknowledgment and good faith compliance with all
28 the terms of this Agreement as a satisfactory resolution of the Complaints.

CONDITIONS OF AGREEMENT

1. Upon the terms and conditions below, Dr. Laurito shall limit his advertising of chiropractic services:

a. Dr. Laurito will submit all advertising he prepares or that features his services as a chiropractor to the Board's Executive Director prior to the placement of this advertisement in the public domain for a period of one year from the date of the Order herein.

b. For the purposes of this Agreement, advertising shall have the meaning provided in NAC § 634.111, including, without limitation, calling cards, inside and outside signs, stationery, listings in telephone and other directories, and advertisements in newspapers, magazines and by electronic means, including, without limitation, advertisements placed on the Internet.

2. Dr. Laurito agrees to reimburse the Board, after the Board discloses the identify of the persons filing the three complaints addressed by this Agreement, for the costs incurred by the Board in investigating and resolving the Complaints in an amount not to exceed \$1,700.

ACCEPTANCE OF AGREEMENT BY BOARD

1. Dr. Laurito understands this Agreement shall be presented to the Board at the meeting of the Board. It will not be submitted for Board consideration until after it has been agreed to and executed by Dr. Laurito.

2. Dr. Laurito understands that the Board is free to accept or reject this Agreement. It shall not become effective until it has been approved by a majority of the Board and endorsed by a representative member of the Board. If rejected by the Board, this Agreement shall have no effect whatsoever and the Board will proceed as it deems appropriate.

3. In agreeing to submit this Agreement to the Board, Dr. Laurito hereby agrees to waive any claim that the members of the Board should be disqualified from sitting on a disciplinary hearing panel because of their review and approval or rejection of this Agreement.

4. Execution of this Agreement by Dr. Laurito shall not constitute an admission of liability or indicate acceptance by Dr. Laurito of the Complaints. No inferences against

1 Dr. Laurito will be made from his willingness to enter into this Agreement at any disciplinary
2 hearing or other lawful resolution of this matter if the Board rejects this Agreement.


3 EFFECT OF COMPLETE AGREEMENT

4 The Board shall retain jurisdiction in this case until all conditions have been met to the
5
6 satisfaction of the Board.

7
8 Dated: April 27, 2001


Dr. Pasquale J. Laurito, D.C.

9
10 Dated: April 29, 2001


Valner L. Johnson, Esq.
Counsel for Pasquale J. Laurito, D.C.

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12 Dated: June 1, 2001


Tina M. Leiss **GINA C. SESSION**
Deputy General Attorney **GENERAL**

ORDER

By a majority vote on ^{JUNE} ~~July~~ ²⁰⁰¹ ~~2~~, 2000, the Chiropractic Physicians' Board of Nevada approved and adopted the terms and conditions set forth in the attached Agreed Settlement of Disciplinary Action with Pasquale J. Laurito, D.C.

IT IS SO ORDERED.

Dated this ^{JUNE, 2001.} ~~2ND~~ day of ~~July~~, 2000.

**CHIROPRACTIC PHYSICIANS' BOARD
OF NEVADA**

By: J. L. Andrews D.C.
President



December 9, 1999

RE: Completer Care Medical

To Whom It May Concern:

A few weeks ago, a letter was written by my Marketing Director, Vic Sanchez in regards to Complete Care Medical and Doctor P.J. Laurito.

In this letter, it stated the problems which had occurred such as not having D.C. after Dr. Laurito's name, and other mistakes which were made with this account. As owner and publisher of EL MUNDO, I feel it necessary to let the truth be known. Please be aware that Dr. Laurito had contacted us in regards to these problems, and actually had asked for his picture to be removed, to put D.C. after his name, as well as putting the name of his medical Doctor in his advertisement.

Mr. Sanchez, Dr. Laurito's sales person failed to make these changes at no fault of Complete Care Medical or Doctor Laurito. For failure of completeing these changes, we credited Dr. Laurito with free advertising.

Once again, I apologize for any problems this may have caused Dr. Laurito or anyone else.

If you have any questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Eddie Escoebdo".

Eddie Escoebdo
Publisher

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E-Mail: elmundo.net

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AFFIDAVIT OF DR. HENRI WETSELAAR, M.D.

COUNTY OF CLARK)
) ss.
STATE OF NEVADA)

1. I have personal knowledge of the facts set fort in this affidavit and I am competent to testify about those facts.

2. I make this affidavit in support of the efforts by Dr. Pasquale J. Laurito, D.C., to informally resolve alleged disciplinary violations brought against him by the Chiropractic Physician's Board of Nevada.

3. On or about February 23, 1999, I formed Wetselaar Medical Services Corporation, P.C., which operates in Clark County, Nevada, under the d/b/a Complete Care Medical Center ("the Corporation"). I am the Corporation's sole shareholder and its president, vice president, and treasurer. A true and correct copy of records maintained by the Nevada Secretary of State and the Clark County Clerk regarding the Corporation are attached to this affidavit as Exhibit A.

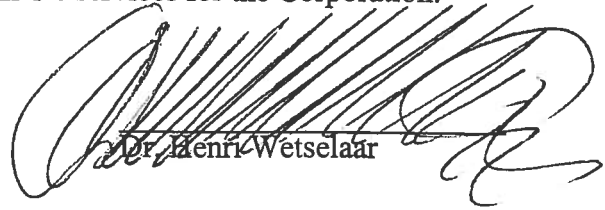
4. The Corporation employs Dr. Laurito as a chiropractor. He also acts as the Corporation's controller and a key administrator. Dr. Laurito holds no ownership interest in the Corporation.

5. The Corporation also employs Dr. Gregory Konner, D.C., who is a licensed chiropractor in New York but is not a licensed in Nevada. He acts as a medical assistant for the Corporation as allowed by Nevada law. His duties embrace triage functions and other matters allowed under Nevada Administrative Code § 630.230.

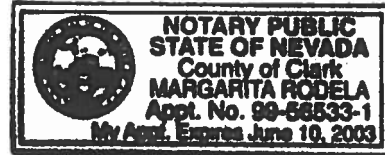
6. On or about September 15, 1999, an investigator for the Nevada Board of Medical Examiners, Ms. Pawlikowski, investigated Dr. Konner's employment as a medical assistant by

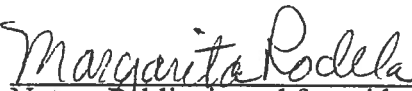
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1 the Corporation. As of this date, the Board of Medical Examiners has not begun any
2 disciplinary proceedings regarding Dr. Konner's services for the Corporation.
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Dr. Henri Wetselaar

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6 Signed and sworn to before me
this 24 day of January, 2000.
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10 Notary Public, in and for said
County and State
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